



BURLINGTON NORTHERN

RECORDATION NO. 12923 B Filed 1425

LAW DEPARTMENT

MAR 15 1982 - 2 0 PM

176 East Fifth Street
St. Paul, Minnesota 55101
Telephone (612) 298-2121

March 10, 1982

INTERSTATE COMMERCE COMMISSION

2-074A100

No.

MAR 15 1982

Fee \$ 50.00

ICC Washington, D. C.

Office of Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Gentlemen:

Re: Second Supplemental Indenture dated as of May 14, 1981 to St. Louis-San Francisco Railway Company Refunding Purchase Money Mortgage Indenture dated February 1, 1968.

ICC Recordation Numbers 12923 through 12923-A respectively.

There is submitted herewith for filing with the Commission pursuant to Section 11303 of the Interstate Commerce Act and 49 C.F.R. Part 1116, as a supplemental filing to ICC Recordation Number 12923, three (3) counterpart originals of the Second Supplemental Indenture to said Mortgage dated as of May 14, 1981. I believe this documentation should receive ICC Recordation Number 12923-B.

Enclosed is a check made payable to the order of the Commission for \$50.00 in payment of the recordation fee.

The names and addresses of the parties to said Mortgage as supplemented are as follows:

Original Trustee: The Boatmen's National Bank Of St. Louis, Attention Corporate Trust Department, 100 North Broadway, Post Office Box 236, St. Louis, Missouri 63166.

Original Mortgagor: St. Louis-San Francisco Railway Company, St. Louis, Missouri.

Successor Mortgagor: Burlington Northern Railroad Company, 176 East Fifth Street, St. Paul, Minnesota 55101.

Concurrence S. P. Russell



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Office of the Secretary
Page 2 - March 10, 1982

General Description of the Second Supplemental Indenture
dated as of May 14, 1981, to St. Louis-San Francisco
Railway Company Refunding Purchase Money Mortgage Indenture
dated February 1, 1968.

The Second Supplemental Indenture dated as of May 14, 1981,
to the St. Louis-San Francisco Railway Company Refunding
Money Mortgage Indenture dated February 1, 1968, provides
for the Continuation of Obligations by Reason of the Change
of Name of Burlington Northern Inc. to Burlington Northern
Railroad Company.

Please return to the individual presenting these documents
for recordation, Mrs. Carolyn H. Kunkel, the duplicate
counterpart originals of the Supplemental Indenture stamped
and bearing the notation of the Commission as provided in
49 C.F.R. 1116.5(a).

Very truly yours,

ROBERT L. BARTHOLIC
Vice President - Law
Glacier Park Company - Seattle

Acting Assistant General Counsel
Burlington Northern Railroad Company - St. Paul

By: *Lucille M. Cairl*
Lucille M. Cairl, Administrative
Assistant and Secretary to Mr. Bartholic,
St. Paul.

Enclosure

SEP 1 1961

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Interstate Commerce Commission
Washington, D.C. 20423

3/15/82

OFFICE OF THE SECRETARY

Robert L. Bartholic
Vice President-Law
Burlington Northern
176 East Fifth Street
St. Paul Minnesota 55101

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **3/15/82** at **2:00pm**, and assigned re-recording number(s). **12923-B**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

Second Supplemental Indenture,
Dated May 14, 1981
St. Louis-San Francisco
Railway Company Refunding
Purchase Money Mortgage
Indenture, Dated February 1,
1968, of which The Boatmen's
National Bank Of St. Louis
is Trustee

Counterpart Original Executed
in 20 Counterparts of which
this is

12923-B
REGISTRATION NO. Filed 1425

No. 3

MAR 15 1982 - 2 PM

INTERSTATE COMMERCE COMMISSION

BURLINGTON NORTHERN RAILROAD COMPANY
TO
THE BOATMEN'S NATIONAL BANK OF ST. LOUIS
Trustee.

SECOND SUPPLEMENTAL INDENTURE

Dated as of May 14, 1981

TO

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY
REFUNDING PURCHASE MONEY
MORTGAGE INDENTURE
Dated February 1, 1968

Providing for the Continuation of Obligations
by Reason of the Change of Name of Burlington
Northern Inc. to Burlington Northern Railroad Company

THIS SECOND SUPPLEMENTAL INDENTURE, dated as of May 14, 1981, By and Between

BURLINGTON NORTHERN RAILROAD COMPANY, ("Railroad") a Delaware corporation (formerly named Burlington Northern Inc.); Successor in interest and title by merger to St. Louis-San Francisco Railway Company, Successor Mortgagor in and under that certain St. Louis-San Francisco Railway Company Refunding Purchase Money Mortgage Indenture, dated February 1, 1968, as supplemented ("Refunding Purchase Money Mortgage"), of which mortgage The Boatmen's National Bank of St. Louis, is Trustee, party of the first part; Mortgagor,

And

WITNESSETH:

THE BOATMEN'S NATIONAL BANK OF ST. LOUIS, a United States of America national banking association, as Trustee, Trustee in and under said Refunding Purchase Money Mortgage party of the second part, Trustee,

WITNESSETH:

St. Louis-San Francisco Railway Company, as mortgagor, has heretofore executed and delivered to The Boatmen's National Bank of St. Louis as Trustee, its Refunding Purchase Money Mortgage dated February 1, 1968, and a supplemental indenture thereto dated November 21, 1980, under which Refunding Purchase Money Mortgage bonds are outstanding.

By the November 21, 1980 First Supplemental Indenture, Burlington Northern Inc., as successor in interest and title by merger to St. Louis-San Francisco Railway Company, assumed and agreed to pay, perform and observe all of the mortgagor's covenants and conditions contained in the Refunding Purchase Money Mortgage.

By Agreement of Merger and Plan of Reorganization dated April 2, 1981 ("Agreement"), made by and among Burlington Northern Inc., Burlington Northern Transportation Company, and Burlington Northern Holding Company, on the effective date of the transactions described in the Agreement, viz: May 14, 1981, *inter alia*, the corporate name of Burlington Northern Inc. is changed to Burlington Northern Railroad Company. All of the requisite action described in the Agreement has been taken, and the said change of corporate name so provided for is being accomplished contemporaneously with the execution of this Second Supplemental Indenture, and all acts, things and deeds necessary to authorize the unbroken continuity of the mortgagor's obligations under the Refunding Purchase Money Mortgage by Burlington Northern Railroad Company, and to make this Second Supplemental Indenture, when executed by the parties hereto, a valid and binding amendment to the Refunding Purchase Money Mortgage, have been done, performed and completed, and the execution and delivery hereof have been in all respects duly authorized. Accordingly, by this Second Supplemental Indenture the parties desire to evidence the change of corporate name, and the continuance affirmation by Burlington Northern Railroad Company of the obligations of Burlington Northern Inc. under the Refunding Purchase Money Mortgage as heretofore supplemented.

NOW THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00) paid by the Trustee to Burlington Northern Railroad Company, receipt of which is hereby acknowledged, to record the change in corporate name, to further secure, and evidence the continuing affirmation, undertaking and obligation of payment, performance and observance of all of the covenants and conditions contained in the Refunding Purchase Money Mortgage, the parties hereto do hereby covenant and agree as follows:

ARTICLE ONE

Affirmation by Burlington Northern Railroad Company

Burlington Northern Railroad Company is hereby acknowledged as the Successor Mortgagor under the Refunding Purchase Money Mortgage, and as such Successor Mortgagor, Burlington Northern Railroad Company in all respects ratifies, confirms and continues uninterrupted the assumption of obligations under the Refunding Purchase Money Mortgage made by Burlington Northern Inc. in the November 21, 1980 Supplemental Indenture. Further Burlington Northern Railroad Company hereby reaffirms its obligations to make the due and punctual payment of the principal of, premium if any, and interest on all the Bonds, according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of the Refunding Purchase Money Mortgage, so that in accordance with the provisions of Article Thirteen of the Refunding Purchase Money Mortgage, Burlington Northern Railroad Company shall be substituted for Burlington Northern Inc., with the same effect as if Burlington Northern Railroad Company had been named in the Refunding Purchase Money Mortgage as the party of the first part thereto, and had duly executed and delivered the same.

PURCHASE PA

ARTICLE TWO

Concerning the Trustee

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Second Supplemental Indenture or the due execution hereof by Burlington Northern Railroad Company or for or in respect of the recitals contained herein, all of which recitals are made by Burlington Northern Railroad Company solely. No implied covenant or obligation shall be read into this Second Supplemental Indenture against the Trustee. Each and every term and condition contained in Article Eleven of the Refunding Purchase Money Mortgage shall apply to and form a part of this Second Supplemental Indenture with the same force and effect as if the same were herein set forth in full.

ARTICLE THREE

Execution in Counterparts

This Second Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original; all of such counterparts shall together constitute but one and the same instrument. In order to facilitate the filing and recording of this Second Supplemental Indenture in the Land Registry and other records, or for any other uses or purposes, any number of true and exact conformed copies of this Supplemental Indenture may be exemplified by the certificate and signature of an Assistant Secretary issued under the seal of the Company, and when so exemplified the same shall be deemed and construed for all such purposes to be originals to the same extent as an original counterpart.

ARTICLE FOUR


Construed With Mortgage

This is a Second Supplemental Indenture to the Refunding Purchase Money Mortgage, executed pursuant to the provisions thereof, and each and every part of this Second Supplemental Indenture and each and every covenant contained herein shall be and become a part of the Refunding Purchase Money Mortgage as heretofore supplemented and each of the covenants and obligations of Burlington Northern Railroad Company herein contained shall be subject to the provisions of the Refunding Purchase Money Mortgage as so supplemented.

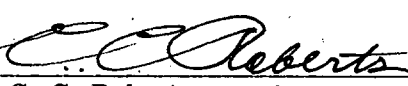
IN WITNESS WHEREOF, Burlington Northern Railroad Company, party of the first part, has caused this Second Supplemental Indenture to be signed and acknowledged by C. C. Roberts, one of its Vice Presidents, and its corporate seal to be affixed hereunto and the same to be attested by R. J. Morin, an Assistant Secretary; and The Boatmen's National Bank of St. Louis, the Trustee, the party of the second part, has caused this Second Supplemental Indenture to be signed and acknowledged by Reuben M. Morris, III, one of its Senior Vice Presidents, and its corporate seal to be affixed hereunto and the same to be attested by G. Rolland Hyle, one of its Assistant Trust Officers, all as of the day and year first above written.

Attest:

BURLINGTON NORTHERN RAILROAD
COMPANY



R. J. Morin
Assistant Secretary

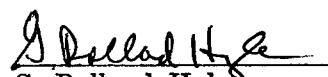
By 

C. C. Roberts
Vice President

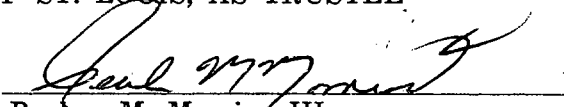
(Impression of the
Corporate Seal of
Burlington Northern
Railroad Company)

Attest:

THE BOATMEN'S NATIONAL BANK
OF ST. LOUIS, AS TRUSTEE



G. Rolland Hyle
Assistant Trust Officer

By 

Reuben M. Morris, III
Senior Vice President

(Impression of the
Corporate Seal of
The Boatmen's National
Bank of St. Louis)

